PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY

ADDENDUM NO. 4
BID NO. 19-87
TUMWATER FISHWAY ENTRANCE STRUCTURE FOUNDATION MAINTENANCE

TO ALL BIDDERS:

The following modifications to the bidding documents for the above named project as originally issued on February 4, 2020, and amended on February 7, 2020, February 12, 2020 and February 14, 2020, are hereby incorporated into said documents and shall be fully considered in preparation of proposals.

GC-40 CHANGES IN THE WORK – FIELD WORK ORDER/CHANGES ORDERS

Add as additional bullet to the list in the third paragraph:

- Unit Prices specified in the Unit Price Schedule for Changed Work submitted with the Contractor's Bid Proposal

SR-2 COMPLETION SCHEDULE

Delete:

The Contractor shall complete such Work in a diligent and workmanlike manner. Department of Fish and Wildlife permits restrict in-water work. In-water work is required to be completed by March 27, 2020.

Contractor shall demobilize from the Project site by April 3, 2020.

Insert:

The Contractor shall complete such Work in a diligent and workmanlike manner. Department of Fish and Wildlife permit restricts in-water work. In-water work is required to be performed between November 1, 2020 and March 27, 2021.

Contractor shall demobilize from the Project site by April 3, 2021.
EXHIBIT A – BID FORM

Delete:

Exhibit A – Bid Form.

Insert:

Revised Exhibit A – Bid Form as attached to this Addendum No. 4

EXHIBIT R – UNIT PRICE SCHEDULE FOR CHANGED WORK

Insert Exhibit as attached to this Addendum No. 4

EXHIBIT V - ADDITIONAL INFORMATION

Delete:

Exhibit V – Additional Information, Table of Contents.

Insert:

Revised Exhibit V – Additional Information, Table of Contents as attached to this Addendum No. 4

EXHIBIT V – ADDITIONAL INFORMATION

Insert:

Tumwater Dam USGS Gage 12457000 Wenatchee River at Plain, WA Flow-Duration Curves for Nov. – Mar. as attached to this Addendum No. 4

Washington Department of Fish & Wildlife Hydraulic Project Approval as attached to this Addendum No. 4

EXHIBIT W – BIDDERS DATA

Edit 2.c. Grouting Specialist

Delete:

c. Grouting Specialist with a minimum of fifteen (15) years of experience in mix design and placement of grout underwater as described in Specification Section 31 32 23. This includes including experience with anti-washout admixtures, retarders/accelerators, grout bags, and associated equipment and materials to form the
grout, to manage pressures during placement, to completely fill all voids, to achieve specified strength and to protect water quality. Grouting specialist shall prepare the grout mix design and provide input and guidance to the Grouting Plan.

Insert:

c. Grouting Specialist with a minimum of five (5) projects worth of experience in mix design and placement of grout underwater as described in Specification Section 31 32 23. This includes including experience with anti-washout admixtures, retarders/accelerators, grout bags, and associated equipment and materials to form the grout, to manage pressures during placement, to completely fill all voids, to achieve specified strength and to protect water quality. Grouting specialist shall prepare the grout mix design and provide input and guidance to the Grouting Plan.

END OF ADDENDUM NO. 4
EXHIBIT A  BID FORM (REVISION 1)

To:  PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY
     327 NORTH WENATCHEE AVENUE
     WENATCHEE, WASHINGTON  98801

Having carefully examined the Contract Documents, including Specifications and Contract Drawings entitled Bid # 19-87, Tumwater Fishway Entrance Structure Foundation Maintenance, as well as the premises and conditions affecting the Work, the undersigned hereby proposes to furnish all labor and material and to perform all Work on the Project as required by and in strict accordance with the Contract Documents for the price(s) indicated below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Performance and Payment Bond, Project Submittals and Mobilization (not to exceed 7% of the Total Bid Price; see Specification Section 012001)</td>
<td>LS</td>
<td></td>
<td></td>
<td>= $________</td>
</tr>
<tr>
<td>2.</td>
<td>Labor, Equipment and Consumables to Install, Maintain and Remove Temporary River Diversion and Water Quality Protection System.</td>
<td>LS</td>
<td></td>
<td></td>
<td>= $________</td>
</tr>
<tr>
<td>3.</td>
<td>Dive Inspections</td>
<td>LS</td>
<td></td>
<td></td>
<td>= $________</td>
</tr>
<tr>
<td>4.</td>
<td>Labor, Equipment and Consumables to Prepare for Grout Placement</td>
<td>LS</td>
<td></td>
<td></td>
<td>= $________</td>
</tr>
<tr>
<td>5.</td>
<td>Grout Placement</td>
<td>CY</td>
<td>*40 x $________</td>
<td></td>
<td>= $________</td>
</tr>
<tr>
<td>6.</td>
<td>Demobilization</td>
<td>LS</td>
<td></td>
<td></td>
<td>= $________</td>
</tr>
</tbody>
</table>

**TOTAL BID PRICE (not to include WSST)** $________

*Note: The quantity indicated for Bid Item 5 is an estimate for evaluation purposes only. The District will pay Contractor based on the actual quantities consumed as part of the Work.*

We, the undersigned, agree that the prices as quoted in the Bid Price Schedule are all-inclusive and includes all labor and material (except as stated in the Contract Documents for items to be furnished by the District), supplies, equipment, special tools, costs, insurance, required bonds, permits, all taxes (exclusive of Washington State sales tax),
overhead, temporary construction and temporary facilities, cleanup, profit, and all miscellaneous items for a complete Project as specified.

We agree that we are satisfied as to the nature and location of the Work, the general and local conditions, and all other matters which can in any way affect the Work, the time required to complete the Work, or the cost thereof under these Contract Documents. Additional compensation shall not be requested because of our failure to be fully informed of the conditions under which the Work shall be performed.

We agree to commence administrative Work upon issuance of a written Notice of Award and to commence all remaining Work on or before a date to be specified in a written Notice to Proceed from the District and to strictly comply with the Contract Time schedule as specified in Specific Requirements, Completion Schedule/Contract Time, of the Contract Documents.

We agree to enter into a written Contract with the District in the form included in the Contract Documents and to furnish the Performance and Payment Bond within ten (10) days of our receipt of the written Notice of Award. We also agree to furnish Insurance Certificates as required by the Contract Documents.

Receipt of Addenda Numbers _____, _____, _____, _____, is hereby acknowledged.

Included herein are the originals of the executed Bid Form, Unit Price Schedule for Changed Work (Exhibit R), Noncollusion Declaration of Prime Bidder, List of Subcontractors, Bidder's Data (Exhibit W), and Bid Bond, certified or cashier’s check. If submitting a certified or cashier's check, identify number ______________ and amount ______________.

The District reserves the right to award the Contract or any part thereof in any combination which is determined to be most favorable to the District based on price, schedule and other considerations.

We agree that this Bid Proposal as submitted will remain in force for 45 days after the official opening of bids.

The undersign Bidder certifies:

1. that we have not been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3), and
2. that we have received training or have been deemed exempt on the requirements related to public works and prevailing wages under RCW 39.04 and 39.12, and
3. that, within the three-year period immediately preceding the bid solicitation date for this Project, the Bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.
I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

<table>
<thead>
<tr>
<th>Bidder (full legal name):</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, and Zip Code:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder Responsibility Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor’s License No. (Pursuant to RCW 18.27)</td>
</tr>
<tr>
<td>Contractor’s State Registration No. (Pursuant to RCW 23.B.15)</td>
</tr>
<tr>
<td>Washington State Dept. of L&amp;I Insurance Account No. (Pursuant to RCW 51)</td>
</tr>
<tr>
<td>Washington State Employment Security Account No. (Pursuant to RCW 50)</td>
</tr>
<tr>
<td>Washington State Unified Business Identifier (UBI) No.</td>
</tr>
<tr>
<td>Washington State Excise Tax Registration No. (Pursuant to RCW 82)</td>
</tr>
</tbody>
</table>
The Bidder must state status of Company as: (Check correct box and fill in as appropriate.)

- [ ] Individual, d/b/a ________________________________, or
- [ ] General Partnership, names of partners ______________________
  _____, or
- [ ] Limited Partnership, names of partners ______________________
  _____, or
- [ ] Limited Liability Partnership, names of partners ______________________
  _____, or
- [ ] Limited Liability Limited Partnership, names of partners ______________________
  _____, or
- [ ] Corporation of the State of ________________________________, or
- [ ] Limited Liability Company of the State of ________________________________
  _____, or
- [ ] Joint Venture.

Signature: __________________________________________

Name (Print): _______________________________________

Title: ______________________________________________

Date: ______________________________________________

Location or Place Executed
(City and State): _____________________________________
EXHIBIT R  UNIT PRICE SCHEDULE FOR CHANGED WORK

As specified in the Contract Documents, the District may order extra Work of the kind bid upon or make changes by altering, adding or deducting from the Work. The cost or credit for the Work shall be determined by the District, as specified in General Conditions, Changes in the Work – Field Work Order/Change Orders. The following Unit Prices are hereby submitted by the Bidder for District approval. Bidder understands that the following Unit Prices shall be applicable for changed or extra Work only, if any, and may be rejected in whole or in part by the District. The following Unit Prices shall remain effective until final acceptance of the Contract by the District.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Standby rate</td>
<td>$       /day</td>
</tr>
</tbody>
</table>

The foregoing Unit Prices shall include all labor, material and equipment costs and all other associated costs, including profit and overhead required to provide the item installed in place and functioning as part of the finished Project.

Contractor Name: __________________________

Signature: __________________________

Name (Print): __________________________

Title: __________________________
# EXHIBIT V – ADDITIONAL INFORMATION (REVISION 1)

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<table>
<thead>
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<th>Sheet/Page Number(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tumwater Dam Headwater – Tailwater Rating Curves (Left Bank)</td>
<td>1 of 1</td>
</tr>
<tr>
<td>Tumwater Dam USGS Gage 12457000 Wenatchee River at Plain, WA Flow-Duration Curves</td>
<td>1 of 1</td>
</tr>
<tr>
<td>Washington Department of Fish &amp; Wildlife Hydraulic Project Application</td>
<td>1 through 5</td>
</tr>
<tr>
<td>Tumwater Dam USGS Gage 12457000 Wenatchee River at Plain, WA Flow-Duration Curves for Nov. – Mar.</td>
<td>1 of 1</td>
</tr>
<tr>
<td>Washington Department of Fish &amp; Wildlife Hydraulic Project Approval</td>
<td>1 through 6</td>
</tr>
</tbody>
</table>

END OF EXHIBIT V
Monthly Flow-Duration Curves
USGS Gage 12457000 Wenatchee River at Plain, WA

(Average daily data from 1910 to 2016)
PERMITTEE
Public Utility District No. 1 of Chelan County
ATTENTION: Edrie Risdon
327 N. Wenatchee Ave
Wenatchee, WA 98801

AUTHORIZED AGENT OR CONTRACTOR
Chelan County PUD
ATTENTION: Edrie Risdon
PO Box 1231
Wenatchee, WA 98807-1231

Project Name: Tumwater Fishway Foundation Maintenance

Project Description: The objective of the Tumwater Fishway Foundation Maintenance (TFFM) Project is to protect the Tumwater Fishway on the left (northerly) abutment of Tumwater Dam located on the Wenatchee River near Leavenworth, WA. The project will restore the exposed and undermined tremie concrete foundation slab supporting the lower fishway structure and adjacent retaining wall. The tremie concrete slab also provides scour protection for the underlying erodible subgrade; therefore, maintenance is considered essential for preserving the stability of the structures above.

PROVISIONS

TIMING - PLANS - INVASIVE SPECIES CONTROL

1. TIMING LIMITATION: You may begin the project on February 13, 2020 and you must complete the project by April 30, 2020.

2. APPROVED PLANS: You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled TFFM Permit Drawings_20200114.pdf and Chelan PUD TFFM - Permit Narrative.pdf, dated January 15, 2020, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.

3. INVASIVE SPECIES CONTROL: Follow Method 1 for low risk locations (i.e. clean/drain/dry). Thoroughly remove visible dirt and debris from all equipment and gear (including drive mechanisms, wheels, tires, tracks, buckets, and undercarriage) before arriving and leaving the job site to prevent the transport and introduction of invasive species. For contaminated or high risk sites please refer to the Method 2 Decontamination protocol. Properly dispose of any water and chemicals used to clean gear and equipment. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at https://wdfw.wa.gov/species-habitats/invasive/prevention.

NOTIFICATION REQUIREMENTS

4. PRE- AND POST-CONSTRUCTION NOTIFICATION: You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number. The Washington Department of Fish and Wildlife may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent before conducting the inspection.

5. PHOTOGRAPHS: You, your agent, or contractor must take photographs of the job site before the work begins and after the work is completed. You must upload the photographs to the post-permit requirement page in the Aquatic...
Protection Permitting System (APPS) or mail them to Washington Department of Fish and Wildlife at Post Office Box 43234, Olympia, Washington 98504-3234 within 30-days after the work is completed.

6. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION: If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

STAGING, JOB SITE ACCESS, AND EQUIPMENT

7. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

8. Confine the use of equipment to the specific access and work corridor shown in the approved plans.

9. Equipment used for this project may operate waterward of the ordinary high water line, provided the drive mechanisms (wheels, tracks, tires, etc.) do not enter or operate waterward of the ordinary high water line.

10. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

11. Work in the dry watercourse (when no natural flow is occurring in the channel, or when flow is diverted around the job site).

12. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.

13. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.

14. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.

15. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.

16. Route construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.

17. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.

18. Deposit all trash from the project at an appropriate upland disposal location.

CONSTRUCTION MATERIALS

19. Store all construction and deconstruction material in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

20. Do not stockpile construction material waterward of the ordinary high water line.

21. Use only clean, suitable material as fill material (no trash, debris, car bodies, tires, asphalt, concrete, etc.).

22. Angular rock, the rock must be large enough and installed to withstand the 100-year peak flow.

23. To prevent leaching, construct forms to contain any wet concrete. Place impervious material over wet concrete that
will come in contact with waters of the state. Forms and impervious materials must remain in place until the concrete is cured.

24. Do not use wood treated with oil-type preservatives (creosote, pentachlorophenol) in any hydraulic project. You may use wood treated with waterborne preservatives (ACZA, ACQ) provided the wood is approved by the Western Wood Preservers Institute for use in the aquatic environment. Any use of treated wood in the aquatic environment must follow guidelines and best management practices available at www.wwpinstitute.org.

**IN-WATER WORK AREA ISOLATION USING A COFFERDAM STRUCTURE**

25. Use a cofferdam, dike, or similar structure to exclude water from the work area.

26. Maintain water quality when installing and removing the cofferdam, dike or similar structure.

27. Install the cofferdam, dike or similar structure and remove fish prior to the start of other work in the wetted perimeter.

28. Route the construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.

29. Sequence the work to minimize the duration of dewatering.

**FISHWAY FOUNDATION MAINTENANCE**

30. Limit the use of concrete/grout below the ordinary high water line to minimum needed, approximately 35 cubic yards, to restore the exposed and undermined tremie concrete foundation slab supporting the lower fishway structure and adjacent retaining wall.

**DEMOBILIZATION AND CLEANUP**

31. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.

32. Return water flow slowly to the in-water work area to prevent the downstream release of sediment laden water. If necessary, install silt fencing above the bypass outlet to capture sediment during re-watering of the channel.

33. Remove temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.

---

**LOCATION #1:**

Site Name: Tumwater Dam  
13855 US Highway 2, Leavenworth, WA 98826

**WORK START:** February 13, 2020  
**WORK END:** April 30, 2020

**WRJA**  
**Waterbody:**  
**Tributary to:**

45 - Wenatchee  
**Wenatchee River (rb)**  
Columbia River

**1/4 SEC:**  
**Section:**  
**Township:**  
**Range:**  
**Latitude:**  
**Longitude:**  
**County:**

33  
25 N  
17 E  
47.616800  
-120.722705  
Chelan

**Location #1 Driving Directions**
From Wenatchee, head west on Highway 2 toward Leavenworth. Tumwater Dam is located about 4 miles west of Leavenworth on the left side of the road.

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in civil action against you, including, but not limited to, a stop work order or notice to comply, and/or a gross misdemeanor criminal charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.

MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at http://wdfw.wa.gov/licensing/hpa/. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.
MAJOR MODIFICATIONS TO THIS HPA: You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at http://wdfw.wa.gov/licensing/hpa/. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

A. INFORMAL APPEALS: WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.
A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director’s or designee’s written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.